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9 HEALTHCARE SYSTEM, INC., dba  
SOUTHERN CALIFORNIA HOSPITAL  
10 AT CULVER CITY

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 DONNA RATLIFF, individually and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 PROSPECT MEDICAL HOLDINGS,  
INC. dba SOUTHERN CALIFORNIA  
18 HOSPITAL AT CULVER CITY,

19 Defendant.

Case No. 2:16-cv-00253-GW-JEM

*Honorable George H. Wu*

**CLASS ACTION**

**DEFENDANT'S ANSWER TO THE  
SECOND AMENDED COMPLAINT  
OF PLAINTIFF DONNA RATLIFF**

1 Defendant Southern California Healthcare System, Inc. dba Southern  
2 California Hospital at Culver City (erroneously sued as Prospect Medical Holdings,  
3 Inc.) (“**SoCal Hospital**”) hereby answers the Second Amended Complaint (“**SAC**”)  
4 filed by Plaintiff Donna Ratliff (“**Plaintiff**”) as follows:

5 **NATURE OF THE CASE**

6 1. SoCal Hospital denies that it violated the Telephone Consumer  
7 Protection Act (“**TCPA**”) or any other law, and further denies that either Plaintiff or  
8 the putative class is entitled to any relief whatsoever. The remainder of this  
9 Paragraph either summarizes the relief that Plaintiff is seeking in this action or sets  
10 forth legal conclusions, to which no response is required. To the extent a response  
11 is required, SoCal Hospital denies the same.

12 **JURISDICTION & VENUE**

13 2. This Court has federal question jurisdiction over this action as a result  
14 of Plaintiff’s alleged violations of the TCPA, a federal statute. SoCal Hospital  
15 nonetheless denies that this Court has subject matter jurisdiction over the action  
16 because Plaintiff has not suffered a cognizable harm sufficient to confer Article III  
17 standing. SoCal Hospital further denies that either Plaintiff or the putative class are  
18 entitled to any relief whatsoever, let alone in excess of \$5 million. The remainder  
19 of this Paragraph either summarizes the relief that Plaintiff is seeking in this action  
20 or sets forth legal conclusions, to which no response is required. To the extent a  
21 response is required, SoCal Hospital denies the same.

22 3. SoCal Hospital admits that venue is proper in this Court.

23 **PARTIES**

24 4. SoCal Hospital lacks sufficient information to admit or deny the  
25 allegations in this Paragraph and on that basis denies the same.

26 5. SoCal Hospital admits that it is a hospital located in Southern  
27 California. The remainder of the allegations in this Paragraph set forth legal  
28 conclusions to which no response is required.

**FACTUAL ALLEGATIONS**

6. SoCal Hospital admits the allegations in this Paragraph.

7. SoCal Hospital lacks sufficient information at this time to admit or deny the allegations in this Paragraph and on that basis denies the same.

8. SoCal Hospital lacks sufficient information at this time to admit or deny the allegations in this Paragraph and on that basis denies the same.

9. [Omitted in SAC]

10. SoCal Hospital denies the allegations in this Paragraph.

11. SoCal Hospital denies the allegations in this Paragraph.

12. SoCal Hospital lacks sufficient information at this time to admit or deny the allegations in this Paragraph and on that basis denies the same.

13. SoCal Hospital admits the allegations in this Paragraph.

14. SoCal Hospital lacks sufficient information to admit or deny the allegations in this Paragraph and on that basis denies the same.

15. SoCal Hospital denies the allegations in this Paragraph.

16. SoCal Hospital denies the allegations in this Paragraph.

**CLASS ALLEGATIONS**

17. The allegations in this Paragraph summarize the relief Plaintiff seeks in this action, to which no response is required. To the extent that a response is required, SoCal Hospital denies the same.

18. SoCal Hospital denies the allegations in this Paragraph.

19. The allegations in this Paragraph summarize the relief Plaintiff seeks in this action, to which no response is required. To the extent that a response is required, SoCal Hospital denies the same.

20. SoCal Hospital denies the allegations in this Paragraph.

21. SoCal Hospital denies the allegations in this Paragraph.

22. SoCal Hospital denies the allegations in this Paragraph.

23. SoCal Hospital denies the allegations in this Paragraph.

1           24.    SoCal Hospital denies the allegations in this Paragraph.

2           25.    SoCal Hospital denies the allegations in this Paragraph.

3           26.    SoCal Hospital denies the allegations in this Paragraph.

4           27.    SoCal Hospital denies the allegations in this Paragraph.

5                           **FIRST CAUSE OF ACTION**

6                           **Negligent Violations of the TCPA**

7           28.    SoCal Hospital incorporates its responses to Paragraphs 1 through 27  
8 herein.

9           29.    SoCal Hospital denies the allegations in this Paragraph.

10          30.    SoCal Hospital denies the allegations in this Paragraph.

11          31.    SoCal Hospital denies the allegations in this Paragraph.

12                           **SECOND CAUSE OF ACTION**

13                           **Intentional Violations of the TCPA**

14          32.    SoCal Hospital incorporates its responses to Paragraphs 1 through 31  
15 herein.

16          33.    SoCal Hospital denies the allegations in this Paragraph.

17          34.    SoCal Hospital denies the allegations in this Paragraph.

18          35.    SoCal Hospital denies the allegations in this Paragraph.

19                           **PRAYER FOR RELIEF**

20          SoCal Hospital denies that Plaintiff or the putative class is entitled to any  
21 relief whatsoever in this action.

22          36.    SoCal Hospital denies that Plaintiff or the putative class are entitled to  
23 the relief sought in this Paragraph.

24          37.    SoCal Hospital denies that Plaintiff or the putative class are entitled to  
25 the relief sought in this Paragraph.

26          38.    SoCal Hospital denies that Plaintiff or the putative class are entitled to  
27 the relief sought in this Paragraph.

1           39.    SoCal Hospital denies that Plaintiff or the putative class are entitled to  
2 the relief sought in this Paragraph.

3                           **AFFIRMATIVE DEFENSES**

4                           **FIRST AFFIRMATIVE DEFENSE**

5           1.    The SAC fails to state a claim upon which relief may be granted.

6                           **SECOND AFFIRMATIVE DEFENSE**

7           2.    Plaintiff's claims are barred, in whole or in part, by the applicable  
8 statutes of limitation, including but not limited to 28 U.S.C. § 1658.

9                           **THIRD AFFIRMATIVE DEFENSE**

10          3.    Plaintiff gave prior express consent to receiving any phone calls.

11                          **FOURTH AFFIRMATIVE DEFENSE**

12          4.    No calls were made using an "Automatic Telephone Dialing System"  
13 within the meaning of the Telephone Consumer Protection Act.

14                          **FIFTH AFFIRMATIVE DEFENSE**

15          5.    SoCal Hospital did not act willfully or knowingly with respect to any  
16 violation. Instead, SoCal Hospital acted in good faith and without intent to harm  
17 Plaintiff or to engage in any known wrongful act or violation of law. Any violation  
18 occurred notwithstanding the maintenance of procedures reasonably adopted to  
19 avoid wrongful acts or violations of law.

20                          **SIXTH AFFIRMATIVE DEFENSE**

21          6.    The Federal Communications Commission ("FCC") has primary  
22 jurisdiction regarding some or all of the issues in dispute in this matter.

23                          **SEVENTH AFFIRMATIVE DEFENSE**

24          7.    The statutory damages provision of the TCPA, which provides for  
25 statutory damages of \$500 for each negligent violation of the TCPA and for \$1,500  
26 for each intentional violation regardless of whether Plaintiff suffered any actual  
27 injury, violates the Due Process Clause under the Fifth and the Fourteenth  
28 Amendments to the United States Constitution, which prohibit the imposition of

1 grossly excessive or arbitrary punishment on a defendant, and if a class were to be  
2 certified and liability were found, the statutory damages award would be grossly  
3 disproportionate to any “harm” suffered by the class members.

4 **EIGHTH AFFIRMATIVE DEFENSE**

5 8. As applied in the lawsuit, the TCPA violates the First Amendment of  
6 the United States Constitution because it places unconstitutional restrictions on  
7 SoCal Hospital’s Constitutional rights under the Free Speech Clause.

8 **NINTH AFFIRMATIVE DEFENSE**

9 9. The Plaintiff’s alleged harm, if any, was *de minimis*.

10 **TENTH AFFIRMATIVE DEFENSE**

11 10. Plaintiff’s claims are barred, in whole or in part, by the doctrine of  
12 waiver.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 11. Plaintiff’s claims are barred, in whole or in part, by the doctrine of  
15 estoppel.

16 **TWELFTH AFFIRMATIVE DEFENSE**

17 12. Plaintiff’s claims are barred, in whole or in part, by the equitable  
18 doctrine of unclean hands.

19 **THIRTEENTH AFFIRMATIVE DEFENSE**

20 13. Plaintiff’s claims are barred, in whole or in part, by the equitable  
21 doctrine of laches.

22 **FOURTEENTH AFFIRMATIVE DEFENSE**

23 14. Plaintiff, by her own conduct, caused or contributed to her damages.

24 **FIFTEENTH AFFIRMATIVE DEFENSE**

25 15. This Court lacks subject matter jurisdiction because Plaintiff has not  
26 suffered any injury or harm cognizable under Article III of the United States  
27 Constitution.

28

